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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
	:	
LEHMAN BROTHERS HOLDINGS, INC. <u>et al.</u> ,	:	Case No. 08-13555 (JMP)
	:	
Debtors.	:	Jointly Administered
	:	
-----X		

**JOINDER BY RUSSELL INVESTMENT GROUP  
TO OBJECTION BY ROYAL BANK AMERICA TO MOTION OF  
DEBTORS TO ESTABLISH PROCEDURES FOR THE SETTLEMENT OR  
ASSUMPTION AND ASSIGNMENT OF PRE-PETITION DERIVATIVE CONTRACTS**

Russell Investment Group (“Russell”), by and through its undersigned attorneys, hereby submits this joinder (the “Joinder”) to the objection (the “Objection”) filed by Royal Bank America to the Motion of the Debtors to Establish Procedures for the Settlement or Assumption and Assignment of Pre-Petition Derivative Contracts (the “Derivatives Motion”). In support of the Joinder, Russell respectfully represents as follows:

1. Russell is a creditor in these cases and was party to numerous derivative contracts with certain of the Debtors.
2. The Derivatives Motion seeks approval for certain procedures (the “Termination Procedures”) to be employed in the settlement of terminated derivative contracts.

Russell believes that the Termination Procedures set forth an optional procedure to enable the Debtors to settle terminated derivative contracts with the consent of the former derivative contract counterparty (a "Counterparty"). Hence, Russell believes that the settlement of any claims related to a terminated derivative contract pursuant to the Termination Procedures would be voluntary.

3. It appears that the Termination Procedures merely grant the Debtors authorization to agree to certain terms when settling a terminated derivative contract without seeking further court approval. Russell believes that the Termination Procedures already do not limit the contractual or other rights of any Counterparty with respect to the resolution of its terminated derivative contracts.

4. Accordingly, Russell joins with the Objection to make clear that the Termination Procedures only establish procedures which do not compel a Counterparty to accept a settlement. Furthermore, Russell joins with the Objection to the extent that the Termination Procedures could limit the contractual or other rights of any Counterparty, to the extent that such rights are otherwise enforceable in bankruptcy.

5. For these reasons, as well as the reasons set forth in the Objection, Russell respectfully requests that any order approving the Termination Procedures (i) specify that no Counterparty shall be compelled to involuntarily settle its claim pursuant to the Termination Procedures; (ii) specify that the contractual or other rights of any Counterparty shall not be limited by the Termination Procedures, to the extent that such rights are otherwise enforceable in bankruptcy; and (iii) grant such other and further relief as this Court deems just and proper.

Dated: November 26, 2008  
New York, New York

Respectfully Submitted,

DECHERT LLP

/s/ Glenn E. Siegel

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